G. R. S. IX-5]

Previous references.

File No. 24 -17

1917.

Serial Nos. 1-2.

(Inwrai)

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1—2.

Part B for July 17.

SUBJECT.

Tenders for the lease of Vyasaraya Inam properties lying in the villages of Kundarnu Patteyavandlu Palya in the Madanapalli Taluk

To, The Inwrd. Supdt. & Commr. to Govt.

No. 78-9. dt. 10.7.17.

Accords sanction to the Inwrd. Supdt's Recommendation re the lease of the above villages to Baiyappa Reddy & Adi Shamachar under certain conditions from 1.8.17 for 15 years

W D 63—G.P.B.—50,000—24-7-16

G. R. S. III—1] 1917.

GENERAL AND REVENUE SECRETARIAT.

(Inuzras)

NOTES.

File No. 24-17

FILE HEADING.

Tenders for the lease of Vyasaraya Matt properties lying in the villages of Kundakur and Patteyavandlu Palya in the Madanapalli Taluk, Chittoor District.

From

No.	Dated	Received

Diary No.	Enclos.	Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

NOTES AND ORDERS.

SC 1

The accompanying papers relate to certain lands owned by the Vyasaraya Matt in the Kundakur village, Madanapalli Taluk.

The lands are Inam with a light quit-rent and comprise dry and wet as shown below:--

NOTES—First Sheet.

WD 1232—GPB—20,000—18 11-15

WD 1233—GPB—60 000—1 12-16—S

Serial No.

Dry. 1229-30 acres assessed at Rs.317-8-0.

Wet. 135-75 acres assessed at Rs.1330-3-0.

The history and other details about them are given at length in letter No.75 dated 23rd November 1916 from the Government Agent.

The lands have been for the past 40 years and more in the possession of certain Brahmans who were first lessees and later on mortgagees having advance Rs.14,000/- to one of the predecessors of the present Swami. The mortgagees are enjoying the land in lieu of interest and the Matt gets nothing nor is there any arrangement for wiping off the debt.

The Matter has been engaging my attention for the last two years and I have had talks with people who may be willing to give better terms. As a result the present mortgagees themselves have come forward with better offers.

Before finally closing with any party it seems to me to be best to call for tenders from all likely parties. The tender is in an alternative form as the Matt is not in a position to pay off the debt from its own resources.

An open auction does not appear to be indicat-

NOTE—Contn. sheet.

ed

WD 1233—GPB—60 000—1 12-16—S

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indicated as it is of the first importance to secure solvent and respectable lessees if the Matt is to be saved from future litigation.

Notice calling for tenders is proposed to be sent only to 8 or 10 solvent men who are known to have expressed a desire to take up the lands. The notice will issue under the signature of the Muzrai Superintendent. But as the matter is of some importance the draft is submitted to the Member for approval or for such orders as he may be pleased to pass thereon. After the tenders are received a formal report will be made to Government to sanction the lease.

12th June 1917. (Sd.) G.Aravamudu Iyengar.
Muzrai Superintendent and Joint Secretary to Government.

Submitted to 1st Member.

A p p r o v e d.

(Intd.) M.K.
15th June 1917.

Note continued.

In response to the notice sent out, six tenders were received and a precis of the terms offered is

NOTE—Contn. sheet.

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Serial No.

put up herewith as also a tabular statement for easy comparison.

Since then two of the tenders have submitted a joint application this morning making a fresh offer which is also placed on record. This offer has some advantageous features and deserves to be considered but the initial objection of its irregularity will have to be waived.

As will be seen from the notice issued, the tenders were to be in one or more of the following forms:--

(a) The annual rent offered after deducting Government dues, the Matt redeeming the properties from the mortgagee.

(b) The rent offered, the lessee advancing the money required for redemption and paying out of the profits the Government dues and the interest upon the loan.

(c) The term of years stipulated for the release of property free of encumbrance, the lessee undertaking to find the money and to pay himself out of the profits.

4. Under the last clause the offers ranged between 25 to 32 years and as the period was obviously far beyond the competence of Government, these offers may be neglected.

As regards the other offers, the tenderers have all stipulated a fixed minimum period for the

WD 1233—GPB—60 000—1 12-16—S

Serial No.

lease on the score that the lands require improvement and that as the tank fills only once in three years, sufficient time should be allowed for the lessee to derive full benefit of the improvements. This stipulation was considered fair and a fifteen year period as the minimum was fixed for the currency of the lease and the tenderers were again called upon individually to offer their terms on this understanding.

Omitting from consideration the revised offer made jointly by Messrs. Baiyappa Reddy and Uddi Shama Char, the best offer received is from Messrs. C. Venkata Reddy and Srinivasa Murtiachar who have offered a rent of Rs.1800/-. Under the terms of the lease they were offered an opportunity to bid against each other. Both of them declined and have given an undertaking to accept the lease in their joint names. Of these Mr. Venkata Reddy is unwilling to find the money to redeem the property and Mr.Srinivasa Murtiachar wants 9% on the amount.

Coming to the question of Matt finances. there is already a small minus balance and the Matt will have to find about Rs.8000/- to finance the Privy Council suit. It is true that I am in correspondence with the Comptroller about an item of wrong debit made against the Matt some years ago.

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G. R. S. III-2]

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If my contention is allowed the Matt will stand to gain about Rs.30,000/-. The decision, however, will take time and in the meanwhile the Comptroller accounts have to be accepted as correct. In that case I am doubtful if the Government will be prepared to advance the requisite amount, viz.,Rs.14,00 to redeem the property even at a fair interest.

Failing this, the only other way is to realize the securities for Rs.12,000/- which the Matt holds in the shape of Mysore Government loan carrying interest at 4%. The saleable value is much below par and to-day's quotation is 97. Everything considered it seems to be advantageous to keep alive the mortgage for the time being and to pay back the money when the Matt credit improves or when the value of the Loan Paper recovers.

This arrangement is feasible if the revised offer of Messrs. Baiyappa Reddy and Uddi Shama Char is allowed to be taken into consideration. They offer to advance the amount at 6% and in addition a net rent of Rs.1000/- which in effect brings the rent to Rs.1840/- which is slightly in excess of the rent offered by Messrs. C.Venkata Reddy and Srinivasa Murtiachar while in interest alone there would be a saving of Rs.420/- a year. Even apart from

NOTE—Contn. sheet.

WD 1233—GPB—60 000—1 12-16—S

G. R. S. III-2]

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Serial No.

this, there is no doubt the former are a more hounour able and respectable set of people. Mr. Baiyappa Reddy has extensive lands and money dealings in Bagepalli Taluk and in the case of Mr. Uddi Shama Cha the Swamigalu of the Matt has himself recommended th favourable consideration of his offer.

Para 9 of the notice gives ample discretion to Government to accept or reject any tender and to dispose of the lease in any manner which may be considered suitable. In the somewhat complicated circumstances of the case, it seems to me that it will not be unfair either to the parties or to the Matt to take into consideration the subsequent offer made by some of them. I would have suggested that another opportunity may be given to the other set of tenderers but for the fact that both the parties are nearly related and that there are indications of bad blood already between them. Uddi Shama Char and Rukmaniamma on whose behalf Srinivasa Murtiachar is acting are gnatis and joint holders of the mortgage and the former has made various allegations of spoliation against the latter while Ramachandra Reddy on whose behalf Baiyappa Reddy is acting and Venkata Reddy are half brothers.

Besides, I have also conducted some enquiries

NOTE—Contn. sheet.

WD 1233—GPB—60 000—1 12-16—S

Serial No.

as regards the possibility of the estate and am convinced that the rent now offered is a full one and that there will be little or no margin for the lessees as the lands stand at present. The rent reserved under the existing lease is only Rs.650/- which is wholly utilized by the lessees for the interest due to them. For the reasons mentioned above, I would recommend the acceptancee of the revised offer made by Messrs. Baiyappa Reddy and Uddi Shama Char. If, however, the Member should be pleased to consider that another chance may be given to the othe set of tenderers, I shall do so and submit the result. It may be mentioned here that one of them is unwilling to find the money and the other wants an interest of 9% on the amount.

Submitted to 1st Member.

9th July 1917. (Sd.) G.Aravamudu Iyengar.
Muzrai Superintendent and Joint Secretary to Government, Muzrai Department.

I am satisfied with the terms offered by Messrs. Baiyappa Reddy and Uddi Shama Char and accordingly accept the recommendation made on their behalf.

(Intd.) M.K.
9th July 1917.

WD 1233—GPB—60 000—1-12-16—S

G. R. S. III-2]

General and Revenue Secretariat.

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Serial No.

Issue the order. Also send copies to the successful lessees and the Swamigalu for information.

(Intd.) G.A.
10th July 1917.

" Copy "

Chauncey
Inzrai Secretary.

2 No 78-9 dy 10.7.17. 2 The Insp supte & Compte Kolar accds sanction to the Insp Supts' recommendation & the lease of the above villages to Baijappa Reddy & Nodr Shanacha under certain conditions from 1.8.17 to 15 years

No do dy 10.7.17, 2 The Standard Instns issued to the above

NOTE—Contn. sheet.

G.R S. 28]

File No. 21-17

Serial No. 1

*Diary No of letter replied to*_____

Proceedings of the Government of His Highness the Maharaja of Mysore

GENERAL AND REVENUE SECRETARIAT.

( )

, *the* 191 .

READ—

Notes dated the 12th June and 9th July 1917 from the Muzrai Superintendent in Mysore, Submitting proposals for the redemption

Date of issue 10-7-1917

Signed by Mr. Rao Saheb Aravamudan

ORDER THEREON—No.

from the present mortgagees and leasing out the best advantage of certain properties lying in the Villages of Kundakoor and Patteyavandu Palya in the

over

May this be

i printed?

ii treated as a standing order?

iii published in the Gazette English part?

iv translated?

v placed at the disposal of the Press?

vi published in the Gazette Kannada part?

SUBJECT.

GPB—50,000—1-12-12

Madanapalli Taluk of the Chittoor Dt
belonging to the Sri Vyasarayaswami
matha.

order thereon No. 78-9 Dy 10 July 1917
Mis 24-17-2

	Assessment	Extent	Kind
The Sri Vyasarayaswami Matha is in possession of the	317-8-0		
marginally noted wet and dry lands in the villages of Kundakoor	101-2-11-0		
and Palleyavandlu Palya in the Madanapalli Tk. These lands have		1229.30.	Wet.
been for the past 40 years and more in the possession of certain Brahmans		135.75	Dry
who were first lessees and later on mortgagees having advanced a sum of Rs 12000/-			
done of the predecessors of the present Swamijalu. The mortgagees are enjoying the lands in lieu of interest and the Matha gets nothing and there is no agreement even for paying off the debt.			

2. With a view to redeem the properties from the present mortgagees and lease out the lands of the

On the understanding that the rent stipulated should be credited towards the interest.

G. R. S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

best advantage ~~of the tenders~~
tenders were called for and 6
tenders in all were received. ~~for~~

2. on a careful consideration of all the circumstances of the case, ~~the~~ Govt. are satisfied that the terms offered jointly by ~~it is most expedient to accept the joint tender of~~ messrs Baippa Reddy and Addi Shama are the most advantageous, while no other ~~of the present mortgagees~~. Sanction is accordingly accorded for the lease being granted in their favour on the following conditions:—

(1) The period of the lease to be 15 years commencing from 1st August 1917.

(2) The lessees to advance a sum of Rs 14000/- at 6 p/c interest to redeem the property from the mortgagees

(3) The lessees to pay a rent of Rs 1840/- annually

and repayable to them on the termination of their lease period

GPB—20,000—7-7-14

Rs 8 lo being payable back (the lessees on account of ~~deducting therefrom~~ the interest, ~~@ Rs 8 4 0/-~~ on the amount ~~advanced~~ advanced by them ~~for the discharge of the Lo Au.~~

(4) The lessees to pay all Govt. dues on the lands as prescribed dates. ~~and report the fact of payment to the Muzrai Depn~~

(5) The lessees to deposit a sum of Rs 1840/- as Security for the due performance of the Contract, ~~with~~ the Govt. decide to pay the interest allowed by the Govt. Savings Bank on the said amount being paid to them.

3. ~~Agreement in terms and terms and conditions~~ Deed setting forth the above conditions should be executed between the ~~obtained from the lessees.~~ Govt. Agent (the Manager Mattu and the lessees and ~~a~~ report in the matter should be submitted (the Muzrai Govt. is requested for the information of Govt after the transaction is concluded.

Dft) 10/7/17

Joint Secy, Muzrai Dept.

To.

The Muzrai Deputy etc enclosures

Comptroller to Govt.

10/7.

(the transaction is concluded with all the legal formalities and that (arrangement is made for the debt discharge (the ensuing debt..

No 81 D 10 7 1917 Copy to Mr Uddi Narasimha Char

No 82 D 10-7-1917 Copy to Mr Baiyapparaddi

No. 80 Mus 24-17-2

Dt 10.7.917